

STATE OF NORTH DAKOTA

IN THE DISTRICT COURT

COUNTY OF STARK

SOUTHWEST JUDICIAL DISTRICT

REGIONS BANK,

Plaintiff,

vs.

STARK ENERGY, INC. AND ROBERT GENE  
FETTIG,

Defendants.

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**DEFAULT JUDGMENT**

Case No. 45-2023-CV-00916

[1] Pursuant to the Order For Default Judgment, IT IS ADJUDGED, DETERMINED, AND DECREED that Plaintiff Regions Bank dba Ascentium Capital (the “Bank”) have judgment against Defendant Stark Energy, Inc. (“Stark Energy”) and Defendant Robert Gene Fettig (“Fettig”) (collectively, the “Defendants”) as follows:

1. The Sheriff of Stark County, North Dakota—or the Sheriff of any County in North Dakota where the following described personal property may be located—shall immediately seize and take the 2012 CZM EK125 Drilling Rig (serial no. SAV0003) (the “Collateral”), and deliver possession of the Collateral to the Bank. The relief granted in this paragraph shall be immediate and therefore is not subject to the 30-day automatic stay period set forth in Rule 62(a), N.D.R.Civ.P.

2. The Bank is hereby granted immediate possession of the Collateral, and is authorized to liquidate the same, by public or private sale, as authorized by the Uniform Commercial Code and the terms of the Loan Documents, entered into between the Bank, Stark Energy, and/or Fettig, without prejudice to the Bank’s right to seek recovery for any



deficiency judgment. The relief granted in this paragraph shall be immediate and therefore is not subject to the 30-day automatic stay period set forth in Rule 62(a), N.D.R.Civ.P.

3. A monetary judgment in favor of the Bank and against Stark Energy and Fettig, joint and severally, in the total amount of \$277,826.59 (broken out below), plus interest on the judgment amount at the contract rate of 18.0% per annum from and after entry of judgment:

a. \$55,607.72 for the past due payments due and owing to the Bank on the Loan pursuant to the Finance Agreement;

b. \$205,600.71 for the accelerated future payments due and owing to the Bank on the Loan pursuant to the Finance Agreement;

c. \$14,170.17 in accrued interest due and owing to the Bank on the unpaid amount due on the Loan pursuant to the Finance Agreement following acceleration, at the contract rate of interest;

d. \$2,136.99 in accrued late charges due and owing to the Bank on the Loan pursuant to the Finance Agreement;

e. \$60.00 in other charges due and owing to the Bank pursuant to the Finance Agreement; and

f. \$251.00 in costs and disbursements taxed and allowed.

4. The Finance Agreement granted the Bank a security interest in the Collateral.


5. The Bank perfected its security interest in the Collateral by filing the Financing Statement with the North Dakota Secretary of State on March 8, 2021.

6. The Bank has a perfected purchase-money security interest in the Collateral.

7. The Bank is entitled to immediate possession of the Collateral by virtue of Stark Energy's default under the terms of the Loan Documents.

8. The Loan Documents are a lien upon the Collateral, superior to any right, title, claim, lien, or interest on the part of Defendants or persons claiming by, through, or for the Defendants.

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 Deputy  
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Clerk of the District Court